

EXHIBIT “A”

CONFIDENTIAL SETTLEMENT AGREEMENT

THIS CONFIDENTIAL SETTLEMENT AGREEMENT ("Agreement") is made and entered into on April 1, 2009 by, and between, HEALIX, INFUSION THERAPY, INC. ("HEALIX"); HELIX HEALTH, LLC and STEPHEN MURPHY, M.D. ("MURPHY").

WHEREAS, Healix owns Federal Registration Nos. 2,258,592; 3,098,781; 3,098,782; and 3,101,469 for the HEALIX mark used in connection with practice management services for healthcare providers and hospitals, pharmacy/infusion services and durable medical equipment;

WHEREAS, HELIX HEALTH, LLC owns U.S. Application Serial No.77/067143 for the HELIX HEALTH mark used in connection with dietary and nutritional guidance, drug testing for substance abuse, genetic testing for medical purposes, health care services, namely disease management programs, medical counseling its technology solution within the healthcare industry; and

WHEREAS, Healix initiated a civil action against Murphy in the United States District Court for the Southern District of Texas, styled *Healix Infusion Therapy, Inc. v. Helix Health et al*, Civil Action No. 4:08-cv-337 for trademark infringement and violating the Anti-Cybersquatting Consumer Protection Act of 1999.

WHEREAS all claims other than the claim for violation of the Anti-Cybersquatting Consumer Protection Act of 1999 were dismissed for lack of jurisdiction.

WHEREAS Judge S. Lake of the United States District Court for the Southern District of Texas, Houston Division, granted Murphy's Motion for Summary Judgment on the Anti-Cybersquatting claim.

WHEREAS Healix has appealed the grant of summary judgment.

WHEREAS the parties wish to resolve the issues related to all claims that have been or were made, and that might now exist between them.

NOW, THEREFORE, and in consideration of the mutual covenants, agreements and undertakings set forth in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, on behalf of themselves, their respective officers, directors, shareholders, agents, employees, successors and assigns, agree as follows:

1. Abandonment of the HELIX HEALTH Trademark Application. Within three (3) days after receipt of an executed copy of this Agreement by all parties Helix Health LLC shall expressly abandon "without consent" its HELIX HEALTH application, Serial No.77/067143, currently pending before the USPTO. Additionally, no further "HELIX" trademark applications or any

derivatives thereof shall be filed in the future, except with respect to the <HELIX HEALTH AND MEDICINE OF NEW YORK> mark permitted under Section 2 below.

2. Cessation of Use. Except as provided herein, within thirty (30) days after receipt of an executed copy of this Agreement by Murphy, Murphy shall cease using the "Helix Health" trademark, trade name, corporate identifier and any derivative thereof, including without limitation "Helix" and "Healix". This provision excludes the following corporate identifiers: (1) Helix Health of Connecticut, (2) Helix Health of Delaware and (3) Helix Health of New York. Murphy or his assignee can file a trademark application for "Helix Health and Medicine of New York" as or corporate identifier with the United States Patent and Trademark, and Healix will not oppose such registration. As to use of the corporate name, Helix Health LLC, Murphy and Helix Health, LLC shall have six months to change the corporate name for Helix Health LLC to allow for notice and transition of name changes and payments by third party payors. The corporate name, Helix Health, LLC shall not be used for purposes of marketing after the thirty day period set out above.

3. Transfer of Domain Names. Within thirty (30) days after receipt of an executed copy of this Agreement by Murphy, Murphy shall take all necessary steps to assign, transfer, convey, and deliver exclusively to Healix, free and clear of any and all liens, encumbrances, and claims of third Parties, and Healix agrees to acquire from Murphy all of Murphy's right, title, and interest in and to the domain names <helixhealth.org>, <helixfound.org> and <myhelixhealth.com> to the extent of Murphy's and/or Helix Health's ownership interest.

a. Murphy and Helix Health have disclosed, and Healix acknowledges that helixhealth.org is a "domain name record" maintained by "Nearly Free Speech" which has "locked" the name and that the name cannot be utilized until expiration of the deposit. Murphy and Helix Health will cooperate in executing all documents necessary to effect the transfer or assignment of their ownership in that name so long as the transfer is without cost or further action by them.

b. Myhelixhealth.com can and will be transferred by Murphy and/or Helix Health on consummation of the agreement.

c. Healix will be responsible for the transfer fees of any, if any, to a web service of its choice or GoDaddy.com.

d. Healix also represents that it will not re-direct <helixhealth.org> to any of Healix's website; rather, it will be "parked" at GoDaddy, Inc. with a blank page. Murphy, on behalf of himself and the entities he currently has an ownership interest in, represents and warrants that neither he nor his entities will resume using or register any domain names that include the word "Helix" "Healix" or any derivatives thereof. This provision excludes the following domain names: (1) <helixhealthofdelaware.org>, or <helixhealthofdel.org>, or <helixhealthofde.org>; (2) <helixhealthofconnecticut.org> or <helixhealthofct.org>; (3)

myhelixhealth.org and (4) <helixhealthofnewyork.org> or <helixhealthofny.org>.

4. Rerouting of Emails. Within ten (10) days after receipt of an executed copy of this Agreement by Murphy, Healix in conjunction with Murphy or Helix Health LLC shall take whatever steps are necessary to set up an MX Record to have all emails that are received at helixhealth.org rerouted to Murphy's new email address (to be provided by Murphy). This provision is necessary to prevent any inadvertent disclosure of patient information and violation of HIPA. Healix also agrees not to set up any email address associated with (or an MX record for the DNS records for) the domain names <helixhealth.org> and <myhelixhealth.com>.

5. Dismissal of Outstanding Motions. Within three (3) days after receipt of an executed copy of this Agreement by Murphy, Murphy will withdraw all pending motions in the litigation on file in the Southern District of Texas.

6. Dismissal of the Appeal. Within three (3) days after receipt of an executed copy of this Agreement by Healix, Healix will notify the United States Court of Appeals for the Fifth Circuit that it is dismissing its right of appeal with prejudice.

7. Dismissal of the TTAB Proceeding. Within three (3) days after receipt of an executed copy of this Agreement by Healix, Murphy's counsel will submit Exhibit "A" to the TTAB and Healix will notify the Trademark Trial and Appellate Board that the Parties have agreed to a settlement.

8. Affiliated with Certain Entities. Murphy agrees not to represent his affiliations with Helix Health LLC of Ireland as an employee, owner, officer or otherwise having a vested interest therein. This clause is not an admission or an acknowledgment by Murphy that he has, in fact, misrepresented his affiliations in the past. Murphy agrees to provide a list of all domain names that he has registered using the terms "Helix" or "Healix" within ten (10) days of this Agreement. Murphy represents that he has not used any other domain names for marketing Helix Health LLC other than those identified herein and during discovery of this case. In any event, Murphy agrees to transfer and/or assign all such names on request.

9. Claims Barred. The parties agree that all claims, potential claims and causes of action, known or unknown, as of the date of settlement, are barred as though all such claims, potential claims and causes of action were dismissed by a court of competent jurisdiction with prejudice. This includes, but is not limited to, Healix's alleged trademark infringement and related causes of action that was dismissed without prejudice in the lawsuit made the subject of this Agreement.

10. Settlement Funds. Within ten (10) days after receipt of an executed copy of this Agreement by Healix, Healix will forward a check in the amount of \$7,500.00 to the attention of Stephen Cochell at EpsteinBeckerGreen on behalf of Murphy.

11. Severability. If any provision of this Agreement is judicially determined to be unenforceable, such provision shall be replaced by a valid and enforceable provision that will

achieve to the greatest extent possible the Parties' intention. The remaining provisions of this Agreement shall nevertheless be enforceable and shall continue in full force and effect.

12. Confidentiality. The Parties agree to keep confidential the terms of this Agreement as well as the disputed allegations and claims being resolved herein. The Parties further agree that they will not disclose, directly or indirectly, any such information to any person or entity except: (1) as necessary to enforce or perform this Agreement; or (2) as required by a subpoena or other court or administrative order requiring disclosure of such information.

13. Non-Disparagement/Tortious Interference. Each Party agrees to refrain from any defamation, libel or slander of the other Party. Both Parties also agree that they will not interfere with the business of their counterpart.

14. Binding Nature. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their predecessors, subsidiaries, affiliates, parent companies, officers, directors, shareholders, attorneys, agents and employees.

15. Entire Agreement. This Agreement constitutes the entire understanding between the Parties. This Agreement may not be altered, amended or modified in any respect, except in writing, duly executed by both Parties. The Parties acknowledge that, in executing the Agreement, they have carefully reviewed or had the opportunity to review its terms with counsel of their choice, and are fully aware of the extent of their rights and obligations under this Agreement.

16. Notices. All notices under this Agreement shall be in writing and shall be deemed given if delivered personally, mailed by registered or certified mail, return receipt requested, or sent by facsimile with a receipt confirmed by the transaction statement.

17. Non-Admission of Liability or Findings: The parties agree that this Settlement Agreement is made without an admission of liability or concession of validity/non-validity of the respective parties' contentions in the above case.


18. Performance of Agreement: The parties agree that each party will perform all acts necessary to perform this Agreement. This includes but is not limited to executing documents effectuating the release and/or transfer of websites, or seeking a court order to accomplish the performance of acts necessary to carry out the intent and terms of the Agreement.


19. Enforcement: Any actions to enforce any breach of this Agreement shall be filed in the United States District Court, Southern District of Texas.

IN WITNESS WHEREOF, the Parties have caused this Confidential Settlement Agreement to be signed by their respective duly authorized officers, to be effective upon the signatures of both hereto.

HEALIX INFUSION THERAPY, INC.

STEVEN MURPHY, M.D.


By: 
Irwin Silverstein, VP Legal Affairs

By: 
Steven Murphy, M.D.

Date: 5-1-2009

Date: 1 May 2009

Helix Health, LLC



By: 
Steven Murphy, President

Date: 1 May 2009

Confidential Settlement Agreement
Healix Infusion Therapy v. Dr. Steven Murphy
Case No. 4:08-cv-337, Southern District of Texas

Bank of America Higher Standards

Bank of America Direct®

 practice simplicity 14140 SW FREEWAY, SUITE 400 SUGARLAND, TX 77478		BANK OF AMERICA 00642 TX 32-2-1110		116429
4/13/2009		116429		\$*****7,500.00
DATE		AMOUNT		
Seven Thousand Five Hundred and 00/100-----		USD		
to the order of		EPSTEIN, BECKER AND GREEN, PC 250 PARK AVENUE NEW YORK, NY 10177-1211		
VOID AFTER 90 DAYS				
116429		REDACTED		0000750000

JPMORGANCHASE BK NA CR TO NMD
 050509 >074909962< PAYEE ALL
 15091940 0030035 RTS RSUN
 00000000000000000000000000000000
 REDACTED
 RRR
 DAE
 CTD
 FDA

Check Info	REDACTED
Account	REDACTED
Amount:	7,500.00
Check #:	116429
Posted Date:	05/05/2009

Electronic Endorsements
05/05/2009 BANK OF AMERICA, NA R/T: 111012822 Seq #: REDACTED
05/05/2009 JPMORGAN CHASE BANK, NA R/T: 210000021 Seq #: REDACTED
05/05/2009 JPMORGAN CHASE BANK, NA R/T: 74909962 Seq #: 00 REDACTED

BOFD - Bank of First Deposit

EXHIBIT “B”

A publication of the law firm

Robinson Bradshaw & Hinson

Genomics Law Report

News and analysis from the intersection of genomics, personalized medicine and the law

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Why Are We Missing What Is Important In Personalized Medicine?

Posted by [ELSI Contributor](#) on November 2, 2009



This commentary in the Genomics Law Report's ongoing series What ELSI is New? is contributed by [Steven Murphy](#), Helix Health.

"Helix Health" without the geographical reference beyond the 30 day deadline

A 33 year old man with anxiety comes to the office. He says he has some worsening of his anxiety. It causes chest pressure. I saw his brother last week for a physical. He told me his father had a heart attack at 50.

The TIMI score for risk puts him at a 0.8% all cause 30 day mortality risk. No big deal right? His Reynolds Risk? 2%. Do I send him for a genetic test? No. I send him for a stress test. Why? Family History.

There are more people with Family History, than with faulty SNPs.


The results? Grossly abnormal test. He now has a coronary artery stent.

The algorithms aren't refined for personalized medicine or family history. How can we expect Genomic data to change these algorithms?

How can we teach doctors genetics? How can we help doctors integrate it into care?

The attention is on the wrong things. How can we focus on what saves lives? How can we focus on what reduces costs? How can we focus on what is important with all the noise in this space?

About the Practice (Helix Health of Connecticut)

**Helix**
Health of Connecticut

Search this site

Home

Location and Hours

Announcements

Billing and Insurance

About Us

Contact

Helix Health of Connecticut, LLC
2015 W. Main St.
Stamford, CT 06902

hh@hhdcs.com
tel: (203) 617-0742
fax: (212) 918-9394

About the Practice

The Promise of Personalized Medicine in Practice

The clinical team is comprised of physicians and counselors with the experience, medical expertise and specialized genetics training to ensure that our patients are doing the most to optimize their health and wellness and that of their family. We work in concert with other medical providers in ongoing consultation and primary care to best advise patients on preventative primary medical care, genetic testing and the complex interpretation of results.

Subpages (2): [Chronic Disease Risk Assessment](#) [Mission, Vision and Values](#)

Attachments (1)

helix health stamford advertisement.pdf.zip - on Jul 2, 2009 12:54 PM by Andrew Yates (version 1)
2839k [Download](#)

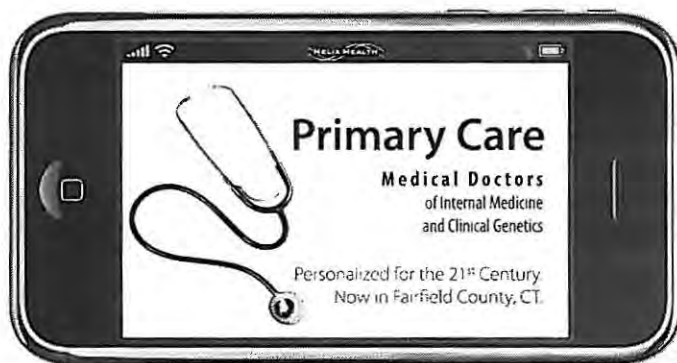
Local line is for patient and medical use only.

Direct all non-patient, non-medical calls to:
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"Helix Health" advertisement without the geographical reference beyond the 30 day deadline

Advertisement appears on the following page



As featured in Nature Biotechnology

"In need of a reality check." Murphy S.
Nat Biotechnol. 2009 May; 27(5):422



INTERNAL MEDICINE Steven A. R. Murphy, M.D.
CLINICAL GENETICS Matthew B. Lubin, M.D.
INTERNAL MEDICINE Adam J. Messenger, M.D.

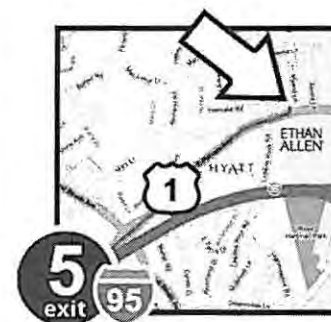
Participating: Anthem BCBS, Aetna, Cigna, Pomco, Medicare, Connecticare, and Oxford / United.
Ask about other networks and concierge.

Now accepting new patients.



Web: www.helixhealth.org
Email: contact@helixhealth.org
Fax: (212) 918-9394
Patients: (203) 863-4195

Helix Health, PLLC
2015 W. Main St.
Stamford, CT 06902




Advertisement of "Helix Health" without the geographical reference beyond the 30 day deadline. Advertisement appears on the following page.

STAMFORD

BUSINESS OUTLOOK

JUNE 2, 2009



SUMMER IN STAMFORD

PSRT STD
U.S. Postage
PAID
Southern Connecticut Newspapers, Inc.

STAMFORD
CHAMBER of COMMERCE
INCORPORATED

In This Issue

**Stamford –
Lots To Do**

**FamFest
Celebrates 3rd Year**

**Alive at Five
Schedule**

**UConn's
10th Graduation
Class**

**Troy Insurance
Celebrates 50 years**

**Curtain Call's
Summer Schedule**

A Marketing Publication From The Advocate

Welcome New Members

AFLAC

Ken Wosczyzna, Agent
1 Selleck Street
Norwalk CT 06855
(203) 856-8773 Ext:107
www.aflac.com
kenneth_wosczyzna@us.aflac.com
Insurance Agent
Voluntary, supplemental benefits
that provide lifestyle and income
protection.

Circle S Capital

Steven Schapiro, President
350 Bedford Street
Suite 303
Stamford CT 06901
(203) 363-0669
sschapiro@circlescapital.net
Real Estate-Commercial Financing
Circle S is a commercial real estate
bridge lender lending in the Tri State
area for deals sized \$200,000 to
\$2,000,000

Helix Health LLC

Steven Murphy, MD, Partner
2015 West Main Street
Stamford CT 06902
(203) 863-4195
www.helixhealth.org
contact@helixhealth.org
Healthcare
Traditional Primary Care enhanced
by genetic technologies

Lee Hecht Harrison

Jennifer McKeon, Vice President
Business Development
1 Landmark Square 17th Floor
Stamford CT 06901
(203) 328-2715
www.lhh.com
jennifer.mckeon@lhh.com
Career Management Services
Lee Hecht Harrison is a Global
Talent Solutions Company

focused on delivering Career
Transition, Leadership Consulting
and Workforce Solutions for
organizations committed to
developing their best talent and
becoming employers of choice.

Lindt Chocolate Shop

Lucy Waters, District Manager
1059 High Ridge Road
Stamford CT 06905
(203) 968-1035
www.lindtusa.com
Candy & Confectioners
The Lindt trademark guarantees



premium chocolate of distinct
smoothness, characteristic taste
& innovative flair. Lindt Maitres
Chocolatiers develop & refine
our unique recipes with absolute
devotion, a tradition since 1845.

LocalEdge Media

Chris Post, Marketing Manager
542 Westport Avenue
Norwalk CT 06851
(716) 875-9100 Ext:80706
www.localedgemediacom
cpost@localedge.com
Internet Advertising
LocalEdge is an innovative Search
Engine Marketing (SEM) provider
developed by a core group of Hearst
companies.

Mortgage Master, Inc.

Shaun Malloy
One Post Road
Fairfield CT 06824
(203) 249-9863
smalloy@mortgagemasterinc.com
Mortgage Company
Mortgage Master Inc. serving the
greater Fairfield area, provides
exceptional mortgage services,
defined by integrity, superior
customer service and unbeatable
rates.

Mortgage Planners, LLC

John N. Stearns, CEO
1450 Washington Blvd
Apt. 1011 So
Stamford CT 06902
(203) 249-6106
mortgageplanners@sbcglobal.net
Mortgage Consultants & Real Estate
Salespersons
Mortgages: Residential/ Commercial;
co-op to developer loans.

Netology, LLC.

James D'Agostino, COO
1200 Summer Street
Stamford CT 06905
(203) 975-9630
www.netologyllc.com
jdagostino@netologyllc.com
Information Technology

Netology provides state of the art
business technology solutions
We can virtually eliminate your
businesses technology problems
allowing you more time to manage
your business.

Person-to-Person

Ceci Maher, Executive Director
1864 Post Road
Darien CT 06820
(203) 655-0048
www.p2pdarien.org
cecimaher@p2pdarien.org
Non-Profit Organization
Person-to-Person is a volunteer
driven community based agency
that, through a sharing of goods and
talents, responds to our neighbors
who lack the basic necessities

Rhythm of Success

Neerja Arora Bhatia, Founder
37 Island Heights Circle
Stamford CT 06902
(203) 602-1174
www.rhythmofsuccess.com
nbhatia@rhythmofsuccess.com
Training and Development
Dedicated to human greatness. We
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programs, keynotes, e-products,
webinars and books

Statesmen Capital Advisors, LLC

Patrick S. O'Hara, President & CEO
27 Sea Beach Drive
Stamford CT 06902
(203) 504-2729
www.statesmencapitaladvisors.com
pohara@statesmencapital.com
Investment Consultant
SEC registered RIA serving
endowments, foundations and
pension funds.

About HelixGene Foundation

What We Do

We answer your questions about medical genomics.

Mission

The HelixGene Foundation ensures that genomic medicine information is accurate, accessible, and useful to the general public. To do this, we:

- **answer** questions from the public about medical genomics
- **act** as a liaison between
 - *researchers*, who produce genomic information as science.
 - *doctors*, who apply genomic information as medicine.
 - *journalists*, who promote genomic information as media.
- **grade** publications to hold the media accountable for honest and accurate medical genomic reporting.
- **publish** press releases about mutations to help journalists report medical genomics better.
- **produce** media about medical genomics to teach others what we know.

In short, HelixGene fights misinformation in the media.

Story

HelixGene was scrambled over the weekend of September 19th 2008 as an emergency forum of genomic medical experts to address significant medical misinformation in the New York Times regarding the G2019S mutation of the LRRK2 gene.

Founders

- **Andrew Yates**: Founder and Director
- **Steven Murphy**: Clinical Genetics Fellow, Yale School of Medicine

Work

HelixGene organizes the distributed efforts of academics to produce press releases and grade cards about science for journalists. Our reports enforce standardized rubrics to maximize usefulness for journalists while minimizing work for academics. Our systems emphasize superior usability, minimal commitment of users, individual accountability, permanence, automation.

What HelixGene does is possible today because almost all non-subscription information is free to read and easy to find on the Internet and because most academics are readily accessible and verifiable by their institutional email.

website reflects

Defendant Murphy is
one of the founders,
although not disclosed
to Healix

I chose to solve English language genomic medicine reporting first because it is the most interesting, most important, and least understood new scientific advancement in the media today. It is also relatively easy to identify: if a human gene or mutation is named, it's genomic medicine, I will eventually apply this model to other disciplines of medicine, other languages, and then all of science.

Business

HelixGene currently does not earn revenue beyond sales for print copies of our media already available freely online. We may someday charge a subscription fee to media agencies to vet publications before release.

Software

Much of HelixGene's software was scrambled together in a couple days as an emergency forum. So: beta, prototype, etc. etc. That this website works and is useful despite being far from what I would like is thanks excellent software including:

- [Wufoo](#)
- [Slinkset](#)
- [github](#) and git
- Google, App Engine, Gmail
- Python, Django
- Emacs, Cygwin

Help

If you feel compelled to help beyond the standard means of contribution, email Andrew at cash.code.content@helixgene.org. If for some reason you feel uncomfortable sending email to this address, but you still want to help, you can instead tell your friends about HelixGene or link to the helixgene.org website.

HelixGene is not yet a company or a non-profit.

Special thanks to Steven Murphy's medical genetics practice, [Helix Health](#) (greater NYC area), for some initial resources to launch HelixGene.

© Copyright 2008 HelixGene Foundation for Better Genomic Medicine
and [Andrew Yates](#)

Reference on an undisclosed website
to "Helix Health" without the
geographical reference beyond the 30 day
deadline



PERSONALIZED HEALTH CARE NATIONAL CONFERENCE

Transforming Health Care
through Personalized Medicine

October 1 - 2, 2009
Biomedical Research Tower
The Ohio State University
Brought to you by:
OSU Center for Personalized Health Care
OSU Comprehensive Cancer Center -
James Cancer Hospital and Solove Research Institute
OSU Center for Clinical and Translational Science
Personalized Medicine Coalition



The Ohio State University Center for Personalized Health Care invites you to attend its second national conference on personalized health care, October 1-2. The theme of this year's conference is *"Transforming Health Care through Personalized Medicine."*

Topics focus on care delivery model, applications of genetics/genomics in clinical medicine, the latest breakthroughs in science and the challenges of making personalized healthcare a reality. The conference will bring together academic leaders, industry experts, government policy makers and health care providers from around the nation to discuss personalized medicine research and the challenges of translating these findings into clinical practice.

The conference serves as a national forum to discuss the emerging trends and latest developments of personalized health care research and patient care with:

- ▶ The role of academic medical centers in advancing personalized health care in both research and clinical medicine.
- ▶ Innovations in medicine and delivery of care that lead to lower cost and improved effectiveness and outcomes.
- ▶ Opportunities and challenges of integrating personalized health care into clinical practice and creating a value-based, patient-centric healthcare system.

CONFERENCE PROGRAM

9:15 – 9:45 a.m.	Edwina Rogers, Executive Director, Patient-Centered Primary Care Collaborative-Patient-Centered Medical Homes, Washington, D.C.
9:45 – 10 a.m.	Break
10 a.m. – Noon	Case Studies and Panel Discussion: Pharmacogenomics in Clinical Medicine <i>A panel of experts will discuss ongoing studies of pharmacogenomics, the potential translation and current applications of pharmacogenomics in clinical medicine.</i> Moderator: Robert Brueggemeier, PhD , Dean and Professor, College of Pharmacy, The Ohio State University, Columbus, OH
10 – 10:15 a.m.	Lawrence Lesko, PhD, FCP, Director, Office of Clinical Pharmacology, Center for Drug Evaluation and Research, Food and Drug Administration, Silver Spring, MD
10:15 – 10:30 a.m.	Michael Phillips, PhD, Canada Research Chair in Translational Pharmacogenomics; Director, Pharmacogenomics, Genome, Quebec; Associate Professor, Université de Montréal; Director, Pharmacogenomics Centre, Montreal Heart Institute, Montreal, Quebec
10:30 – 10:45 a.m.	Rebecca Jackson, MD, Director, Center for Clinical and Translational Science, Professor, Internal Medicine, The Ohio State University, Columbus, OH
10:45 – 11 a.m.	Felix Frueh, PhD, Vice President, R&D Personalized Medicine, Medco Health Solutions, Franklin Lakes, NJ
11 – 11:15 p.m.	Matthew Goetz, MD, Assistant Professor of Oncology, Assistant Professor of Pharmacology, Mayo Clinic, Rochester, MN
11:15 a.m. – 12:15 p.m.	Panel Discussion
12:15 – 1:15 p.m.	Lunch
1:15 – 2 p.m.	Invited Speaker: Michael Caligiuri, MD , Director, Comprehensive Cancer Center; CEO, James Cancer Hospital and Solove Research Institute; JL Marakas Nationwide Insurance Enterprise Foundation Chair in Cancer Research, The Ohio State University, Columbus, OH
2 – 2:15 p.m.	Break
2:15 – 3:55 p.m.	Panel Discussion: Consumer Genetics, Ethics and Genetic Counseling <i>With the rise of direct-to-consumer genetics, this panel will discuss the benefits and risks associated with genetic testing and the ethics and the role that geneticists and genetic counselors play in this rapidly emerging industry.</i> Moderator: Geoffrey Ginsburg, MD, PhD , Director of Genomic Medicine, Duke Institute for Genome Sciences and Policy, Duke University, Durham, NC
"Helix Health" without the geographical reference beyond the 30 day deadline	<ul style="list-style-type: none"> • Steve Murphy, MD, President, Healix Health and The Gene Sherpas, Stamford, CT • Michael Christman, PhD, President and CEO, Coriell Institute for Medical Research, Camden, NJ • Richard Sharp, PhD, Director, Bioethics Research, Cleveland Clinic, Cleveland, OH • Kandamurugu Manickam, MD, Assistant Professor, Pediatrics & Division of Human Genetics, The Ohio State University, Nationwide Children's Hospital, Columbus, OH • Kevin Sweet, MS, Clinical Associate Professor, Division of Human Genetics, The Ohio State University, Columbus, OH
3:55 – 4 p.m.	Closing Remarks – Chip Souba, MD, ScD, Executive Dean for Health Sciences; Dean, College of Medicine, The Ohio State University, Columbus, OH

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Power Tools: [Reverse IP](#) | [Domain History](#) | [Mark Alert](#) | [Name Server Spy](#) | [Hosting History](#) | [Registrant Search](#) | [Registrant Alert](#)

Ads by Google

Cheap Domain Registration

Cheapest domain name registration many options to energize your site.
www.PlanetOnline.net

BuyDomains: Official Site

Search for Premium Domain Names. 1000's of Choices at BuyDomains.com
www.BuyDomains.com

Domain Registration

Get powerful Google apps & register your domain. Learn more.
www.google.com/apps/business

MyHelixHealth.org Whois Record (My Helix Health)

Domain Name

[Whois](#)

[Whois Record](#) | [Site Profile](#) | [Registration](#) | [Server Stats](#)

Whois Record

Related Domains For Sale

[DnaDoubleHelix.com](#) (\$688.00)
[HelixWorld.com](#) (\$500.00)

[Helix.us](#) (\$628.00)
[BrokenHelix.com](#) (\$880.00)

[HelixCenter.com](#) (\$788.00)
[HelixMedicine.com](#) (\$628.00)

[Find more >](#)

Registrant Search: "Helix Health LLC" owns about **13 other domains**

Email Search: [helixhealth@gmail.com](#) is associated with about **23 domains**

NS History: **1 change** on 2 unique name servers over 1 year

IP History: **1 change** on 2 unique name servers over 1 years

Whois History: **24 records** have been archived since 2008-02-29

Reverse IP: **11,473,374 other sites** hosted on this server

Free Tool: [Download DomainTools for Windows](#)

Add Missing Thumbnail:

[Queue Thumbnail For Addition](#)



Country TLDs | General TLDs

<input type="checkbox"/> MyHelixHealth.at	Buy
<input type="checkbox"/> MyHelixHealth.be	Buy
<input type="checkbox"/> MyHelixHealth.ch	Buy
<input type="checkbox"/> MyHelixHealth.cn	Buy
<input type="checkbox"/> MyHelixHealth.co.uk	Buy
<input type="checkbox"/> MyHelixHealth.de	Buy

[Show all \(18\) >](#)

Buy all selected >

Domain ID:D151877667-LROR
 Domain Name:MYHELIXHEALTH.ORG
 Created On:28-Feb-2008 21:04:12 UTC
 Last Updated On:25-Jul-2009 00:40:23 UTC
 Expiration Date:28-Feb-2010 21:04:12 UTC
 Sponsoring Registrar:GoDaddy.com, Inc (R91-LROR)
 Status:CLIENT DELETE PROHIBITED
 Status:CLIENT RENEW PROHIBITED
 Status:CLIENT TRANSFER PROHIBITED
 Status:CLIENT UPDATE PROHIBITED
 Registrant ID:GODA-044242266
 Registrant Name:Steven Murphy MD
 Registrant Organization:Helix Health LLC
 Registrant Street1:38 Volunteer Lane 4B
 Registrant Street2:
 Registrant Street3:
 Registrant City:Greenwich
 Registrant State/Province:Connecticut
 Registrant Postal Code:06830
 Registrant Country:US
 Registrant Phone:+1.9149546406
 Registrant Phone Ext.:
 Registrant FAX:
 Registrant FAX Ext.:
 Registrant Email:helixhealth@gmail.com
 Admin ID:GODA-244242266
 Admin Name:Steven Murphy MD
 Admin Organization:Helix Health LLC
 Admin Street1:38 Volunteer Lane 4B
 Admin Street2:
 Admin Street3:
 Admin City:Greenwich
 Admin State/Province:Connecticut
 Admin Postal Code:06830
 Admin Country:US
 Admin Phone:+1.9149546406
 Admin Phone Ext.:
 Admin FAX:
 Admin FAX Ext.:
 Admin Email:helixhealth@gmail.com
 Tech ID:GODA-144242266
 Tech Name:Steven Murphy MD
 Tech Organization:Helix Health LLC
 Tech Street1:38 Volunteer Lane 4B
 Tech Street2:
 Tech Street3:
 Tech City:Greenwich

domain name registration still reflecting "Helix Health" without the geographical reference beyond the 30 day deadline.

Steve Murphy

Managing Partner/Founder at Helix Health
Greater New York City Area

Current • Managing Partner/Founder at Helix Health
Connections 7 connections
Industry Health, Wellness and Fitness

Steve Murphy's Experience

Managing Partner/Founder
Helix Health ←
(Health, Wellness and Fitness industry)
Currently holds this position

"Helix Health" without the
geographical reference beyond the
30 day deadline

EXHIBIT “C”

Weiss, Scott

From: Weiss, Scott
Sent: Friday, June 05, 2009 2:26 PM
To: 'Steve Cochell'
Subject: RE: Follow Up

Attachments: domain transfer.pdf; email from godaddy.pdf; email from nearlyfreespeech.pdf

Here you go. The first email is the transfer request. The second email is from GoDaddy which has myhelixhealth.com and helixfound.org and the third email is from Nearly Free Speech.com which has helixhealth.org. Also, we never received the list of all the domain names for "Helix" that Dr. Murphy owns.

From: Steve Cochell [mailto:SCochell@ebglaw.com]
Sent: Friday, June 05, 2009 10:53 AM
To: Weiss, Scott
Subject: Follow Up

On our phone discussion yesterday. Please forward a copy of the email that you said Dr. Murphy has to "accept" per the agreement. I will review and forward to Dr. Murphy.

Stephen R. Cochell
 Epstein Becker Green Wickliff & Hall
 1000 Louisiana, Suite 5400
 Houston, Texas 77002-5013

(713)750-3149 (office)
 (713)750-3101 (fax)

STEVE COCHELL | [Bio](#)
 (713) 750-3149 (DIRECT) | (713) 751-5349 (FAX)
SCOCHELL@EBGLAW.COM

EPSTEINBECKERGREENWICKLIFF&HALL

WELLS FARGO PLAZA
 1000 LOUISIANA, SUITE 5400 | HOUSTON, TX 77002
 (713) 750-3100 (MAIN) | WWW.EBGLAW.COM

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To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein. Pursuant to the CAN-SPAM Act this communication may be considered an advertisement or solicitation. If you would prefer not to receive future marketing and promotional mailings, please submit your request via email to ebqus@ebglaw.com or via postal mail to Epstein Becker & Green, P.C. Attn: Marketing Department, 250 Park Avenue, New York, NY 10177. Be sure to include your email address if submitting your request via postal mail. (212) 351-4706

11/19/2009

EXHIBIT “D”

Weiss, Scott

From: Weiss, Scott
Sent: Saturday, June 06, 2009 12:29 AM
To: 'Steve Cochell'
Cc: Linda G. Pullen
Subject: RE: Follow Up

I re-read your email and don't exactly understand what you're referring to with respect to his ownership because the settlement agreement specifically says that he would transfer the domain names in question to us.

From: Steve Cochell [mailto:SCochell@ebglaw.com]
Sent: Friday, June 05, 2009 3:18 PM
To: Weiss, Scott
Cc: Linda G. Pullen
Subject: RE: Follow Up

Scott,

When we were talking, you stated that Dr. Murphy had been sent email requests by different providers and that he had not authorized a transfer of domains. However, the documents attached in your email earlier today do not show that he was copied on any request by any of the providers. I will, however, forward this on to Dr. Murphy and request permission to have his signature notarized at our office. That way, you can send this along to "GoDaddy." As set out in the settlement agreement, Dr. Murphy does not have power to transfer the domain sites, and they are "owned" or "controlled" by other parties. We are willing to notarize the Domain Transfer Agreement or cooperate with you to get the domains transferred. As you may recall, such transfer is to be at no cost to Dr. Murphy.

Give me a call if you have any questions.

Stephen R. Cochell
Epstein Becker Green Wickliff & Hall
1000 Louisiana, Suite 5400
Houston, Texas 77002-5013

(713)750-3149 (office)
(713)750-3101 (fax)

STEVE COCHELL | Bio
(713) 750-3149 (DIRECT) | (713) 751-5349 (FAX)
SCOCHELL@EBGLAW.COM

EPSTEINBECKERGREENWICKLIFF&HALL

WELLS FARGO PLAZA
1000 LOUISIANA, SUITE 5400 | HOUSTON, TX 77002
(713) 750-3100 (MAIN) | WWW.EBGLAW.COM

Think Green. Please consider the environment before you print this message. Thank you.

11/19/2009

EXHIBIT “E”

business inquiry

BUSINESS DETAILS:

Business Name:	Business ID:	Business Address:
HELIX HEALTH, LLC	0909588	38 VOLUNTEER LANE 4 B, GREENWICH, CT, 06830

Mailing Address:	Citizenship/State Inc:	Last Report Year:
NONE	Domestic/CT	

Business Type:	Business Status:	Date Inc./Register:
Domestic Limited Liability Company	Active	Aug 16, 2007

PRINCIPALS:

Name/Title:	Business Address:	Residence Address:
STEVEN MURPHY M.D. MEMBER	38 VOLUNTEER LANE 4B, GREENWICH, CT	38 VOLUNTEER LANE 4B, GREENWICH, CT

BUSINESS SUMMARY:

Agent Name:	Agent Business Address:	Agent Residence Address:
STEVEN MURPHY M.D.	38 VOLUNTEER LANE 4B, GREENWICH, CT	38 VOLUNTEER LANE 4B, GREENWICH, CT

[» View Name History](#)

[» View Filing History](#)

[» View Shares](#)

Cancel

business filings

NAME CHANGE HISTORY:**Business ID:**

0909588

Business Name:

HELIX HEALTH, LLC

No Name Change Records found for Business with ID : 0909588

EXHIBIT “F”

Department of Defense Manpower Data Center

Nov-19-2009 11:26:18



Military Status Report
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
MURPHY	STEVEN ANDREW RIVERA	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). **HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.**

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenseink.mil" URL <http://www.defenseink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was

within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

Report ID:A7C3PAQG6Q

EXHIBIT “G”

Int. Cls.: 35 and 42

Prior U.S. Cls.: 100, 101 and 102

Reg. No. 2,258,592

United States Patent and Trademark Office

Registered July 6, 1999

**SERVICE MARK
PRINCIPAL REGISTER**

HEALIX

HEALIX INFUSION THERAPY, INC. (TEXAS
CORPORATION)
6001 SAVOY, SUITE 400
HOUSTON, TX 77036

FOR: MEDICAL MANAGEMENT OF PHYSI-
CIAN PRACTICES, NAMELY, MEDICAL COST
MANAGEMENT OF PHYSICIAN PRACTICES;
BUSINESS MANAGEMENT OF PHYSICIAN
PRACTICES; COST MANAGEMENT FOR THE
HEALTH BENEFIT PLANS OF OTHERS IN
PHYSICIAN PRACTICES, IN CLASS 35 (U.S.
CLS. 100, 101 AND 102).

FIRST USE 7-1-1989; IN COMMERCE
10-6-1989.

FOR: HEALTH CARE SERVICES, NAMELY,
MAINTAINING FILES AND RECORDS CON-
CERNING THE MEDICAL CONDITION OF IN-
DIVIDUALS OF PHYSICIAN PRACTICES AND
MANAGED HEALTH CARE SERVICES, IN
CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 7-1-1989; IN COMMERCE
10-6-1989.

OWNER OF U.S. REG. NO. 1,982,687.

SER. NO. 75-333,697, FILED 7-31-1997.

JODI LAUTERBACH, EXAMINING ATTOR-
NEY

Int. Cls.: 35, 41, and 44

Prior U.S. Cls.: 100, 101, 102, and 107

United States Patent and Trademark Office

Reg. No. 3,098,781

Registered May 30, 2006

**SERVICE MARK
PRINCIPAL REGISTER**

HEALIX

HEALIX INFUSION THERAPY, INC. (TEXAS CORPORATION)
14140 SOUTHWEST FREEWAY, 4TH FLOOR
SUGAR LAND, TX 77478

FOR: RETAIL PHARMACY SERVICES, INVENTORY MANAGEMENT SERVICES IN THE FIELD OF PHARMACY, AND EMPLOYMENT, RECRUITING, AND PLACEMENT SERVICES IN THE MEDICAL PROFESSION, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 12-1-1994; IN COMMERCE 12-1-1994.

FOR: EDUCATIONAL SERVICES, NAMELY, PROVIDING CLASSES IN THE FIELD OF MEDICINE, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 3-1-2003; IN COMMERCE 3-1-1993.

FOR: PROVIDING MEDICAL INFORMATION VIA THE INTERNET, AND NURSING CARE SERVICES, IN CLASS 44 (U.S. CLS. 100 AND 101).

FIRST USE 7-15-2001; IN COMMERCE 7-15-2001.

OWNER OF U.S. REG. NO. 2,258,592.

SN 78-231,318, FILED 3-28-2003.

GIANCARLO CASTRO, EXAMINING ATTORNEY

Int. Cl.: 35

Prior U.S. Cls.: 100, 101, and 102

United States Patent and Trademark Office

Reg. No. 3,098,782

Registered May 30, 2006

**SERVICE MARK
PRINCIPAL REGISTER**

HEALIX

HEALIX INFUSION THERAPY, INC. (TEXAS
CORPORATION)
14140 SOUTHWEST FREEWAY, 4TH FLOOR
SUGAR LAND, TX 77478

OWNER OF U.S. REG. NOS. 1,982,687 AND
2,258,592.

FOR: ADMINISTERING PHARMACY REIMBUR-
SEMENT PROGRAMS AND SERVICES, IN CLASS 35
(U.S. CLS. 100, 101 AND 102).

SN 78-231,329, FILED 3-28-2003.

FIRST USE 12-1-1994; IN COMMERCE 12-1-1994.

GIANCARLO CASTRO, EXAMINING ATTORNEY

Int. Cl.: 35

Prior U.S. Cls.: 100, 101, and 102

United States Patent and Trademark Office

Reg. No. 3,101,469

Registered June 6, 2006

**SERVICE MARK
PRINCIPAL REGISTER**

HEALIX

HEALIX INFUSION THERAPY, INC. (TEXAS
CORPORATION)
14140 SOUTHWEST FREEWAY, 4TH FLOOR
SUGAR LAND, TX 77478

FIRST USE 7-7-1989; IN COMMERCE 7-7-1989.

OWNER OF U.S. REG. NO. 2,258,592.

FOR: EXPORT OF MEDICAL GOODS, INCLUD-
ING DRUGS, SUPPLIES, AND DURABLE MEDICAL
EQUIPMENT, IN CLASS 35 (U.S. CLS. 100, 101 AND
102).

SN 78-232,622, FILED 4-1-2003.

DAVID HOFFMAN, EXAMINING ATTORNEY

EXHIBIT “H”

To: Healix Infusion Therapy, Inc. (sweiss@healix.net)
Subject: TRADEMARK APPLICATION NO. 77360142 - HEALIX PRACTICE SIMP - Scott Weiss
Sent: 3/29/2008 12:57:52 PM
Sent As: ECOM105@USPTO.GOV
Attachments: Attachment - 1
Attachment - 2
Attachment - 3
Attachment - 4
Attachment - 5
Attachment - 6
Attachment - 7
Attachment - 8

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO: 77/360142

MARK: HEALIX PRACTICE SIMP

77360142

CORRESPONDENT ADDRESS:

SCOTT WEISS
14140 SOUTHWEST FWY FL 4
SUGAR LAND, TX 77478-3759

RESPOND TO THIS ACTION:

<http://www.uspto.gov/teas/eTEASpageD.htm>

GENERAL TRADEMARK INFORMATION:

<http://www.uspto.gov/main/trademarks.htm>

APPLICANT: Healix Infusion Therapy, Inc.

CORRESPONDENT'S REFERENCE/DOCKET

NO:

Scott Weiss

CORRESPONDENT E-MAIL ADDRESS:

sweiss@healix.net

OFFICE ACTION

TO AVOID ABANDONMENT, THE OFFICE MUST RECEIVE A PROPER RESPONSE TO THIS OFFICE ACTION WITHIN 6 MONTHS OF THE ISSUE/MAILING DATE.

ISSUE/MAILING DATE: 3/29/2008

The examining attorney has reviewed the referenced application, and the information submitted by the applicant is acceptable, except for the following issues.

Possible Confusion with Pending Mark

Although the examining attorney has searched the Office records and has found no similar registered mark that would bar registration under Trademark Act Section 2(d), 15 U.S.C. Section 1052(d), the examining attorney encloses information regarding pending Application Serial Number 77067143. 37 C.F.R. Section 2.83.

There may be a likelihood of confusion under Section 2(d) of the Trademark Act between the applicant's mark and the mark in this earlier-filed application. If the earlier-filed application matures into a registration, the examining attorney may refuse registration under Section 2(d). If the applicant responds to the issues given below, further prosecution of the application will be suspended pending the outcome of the cited mark.

If the applicant believes that there is no potential conflict between this application and the earlier-filed application, the applicant may present arguments relevant to the issue in a request to remove the application from suspension.

The applicant must respond to the following informality.

Informality

Ownership of Prior Registrations

The applicant appears to be the owner of attached Registration Nos. 3112938, 3098781, 3098782, and others. The applicant must submit a claim of ownership. 37 C.F.R. §2.36; TMEP §812. The claim of ownership may be written in the following form:

The applicant is the owner of Registration Nos. 3112938, 3098781, 3098782, and others.

/Leigh Caroline Case/

Trademark Attorney, Law Office 105

(571) 272-9140

RESPOND TO THIS ACTION: If there are any questions about the Office action, please contact the assigned examining attorney. A response to this Office action should be filed using the form available at <http://www.uspto.gov/teas/eTEASpageD.htm>. If notification of this Office action was received via e-mail, no response using this form may be filed for 72 hours after receipt of the notification. **Do not attempt to respond by e-mail as the USPTO does not accept e-mailed responses.**

If responding by paper mail, please include the following information: the application serial number, the mark, the filing date and the name, title/position, telephone number and e-mail address of the person signing the response. Please use the following address: Commissioner for Trademarks, P.O. Box 1451, Alexandria, VA 22313-1451.

STATUS CHECK: Check the status of the application at least once every six months from the initial filing date using the USPTO Trademark Applications and Registrations Retrieval (TARR) online system at <http://tarr.uspto.gov>. When conducting an online status check, print and maintain a copy of the complete TARR screen. If the status of your application has not changed for more than six months, please contact the assigned examining attorney.

Print: Mar 29, 2008

77067143

DESIGN MARK

Serial Number

77067143

Status

OPPOSITION PENDING

Word Mark

HELIX HEALTH

Standard Character Mark

No

Type of Mark

SERVICE MARK

Register

PRINCIPAL

Mark Drawing Code

(3) DESIGN PLUS WORDS, LETTERS AND/OR NUMBERS

Owner

Helix Health LTD LIAB CO DELAWARE 1245 Park Ave New York NEW YORK
10128

Goods/Services

Class Status -- ACTIVE. IC 044. US 100 101. G & S: Dietary and nutritional guidance; Drug testing for substance abuse; Genetic testing for medical purposes; Health care services, namely disease management programs; Medical counseling.

Disclaimer Statement

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HEALTH" APART FROM THE MARK AS SHOWN.

Description of Mark

The mark consists of HELIX HEALTH in front of two lined helix background.

Filing Date

2006/12/19

Examining Attorney

CHISOLM, KEVON



EXHIBIT “I”



[UCC](#) | [Business Organizations](#) | [Trademarks](#) | [Notary](#) | [Account](#) | [Help/Fees](#) | [Briefcase](#) | [Logout](#)

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 154925400 **Entity Type:** Domestic For-Profit Corporation
Original Date of Filing: September 7, 1999 **Entity Status:** In existence
Formation Date: N/A
Tax ID: 17606165052 **FEIN:**
Duration: Perpetual
Name: HEALIX HEALTH SERVICES, INC.
Address: 14140 SOUTHWEST FWY SUITE 400
SUGAR LAND, TX 77478-3469 USA

<u>REGISTERED</u> <u>AGENT</u>	<u>FILING</u> <u>HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED</u> <u>NAMES</u>	<u>ASSOCIATED</u> <u>ENTITIES</u>
Name	Address	Inactive Date			
Irwin F. Silverstein	14140 Southwest Freeway, Suite 400 Sugar Land, TX 77478 USA				

Order

Return to Search

Instructions:

- To place an order for additional information about a filing press the 'Order' button.

EXHIBIT “J”

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

HEALIX INFUSION THERAPY, INC.,

Plaintiff,

V.

HELIX HEALTH, LLC AND STEVEN
MURPHY, INDIVIDUALLY,

Defendants

§
§
§
§
§
§
§
§
§

CIVIL ACTION NO. 4:09-CV-02072

**AFFIDAVIT OF SCOTT WEISS IN SUPPORT
OF ATTORNEY'S FEES**

STATE OF TEXAS §
§
COUNTY OF FT. BEND §

My name is Scott Weiss. I am over eighteen years of age, competent to give this affidavit, and I have never been convicted of a felony or misdemeanor involving moral turpitude. I serve as Corporate Counsel for Healix Infusion Therapy, Inc. I am licensed in the State of Texas and admitted to all state and federal courts in Texas, as well as the United States Fifth Circuit Court of Appeals and the United States Court of Appeals for the Federal Circuit.

1. I am familiar with the reasonable attorneys' fees charged in the Harris and Ft. Bend Counties as well as the Southern District of Texas for the same or similar work that performed in connection with similar matters. Specifically, a reasonable hourly rate for matters of this nature would be approximately \$250.00 per hour.

2. Prior to filing suit, I researched both Defendants' breach of the settlement agreement and found various instances of the use of the "Helix Health" without the geographic reference beyond the 30 day deadline. This accounted for 7.3 hours of research.

3. I also spent a total of 16.2 hours in attempting to "lock down" and obtain the transfer of the domain names that Defendant Steven Murphy had apparently transferred to another person or entity. This included contacting via telephone and drafting correspondence to various domain name registries.

4. I spent a total of 3.9 hours drafting the Original Complaint, followed by 1.2 hours on the amended Complaint.

5. I spent a total of 8.2 hours drafting the two motions for substituted service as well as the exhibits that were attached to the motions. I spent an additional 3.1 hours addressing service of process issues with the process server in Connecticut.

6. I spent a total of 8.8 hours drafting Healix's Motion for Entry of Default and Motion for Default Judgment in conjunction with preparing the exhibits and affidavits.

7. Given the number of hours (45.6) times the hourly rate (\$250.00), the total sum of attorney's fees is \$11,400.00.

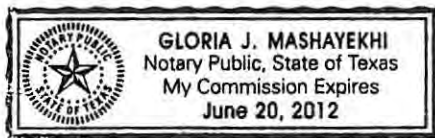
8. \$11,400.00 for attorneys' fees is reasonable and necessary in connection with Healix's representation based upon the following factors: (1) the time and labor required; (2) the novelty and difficulty of the questions involved, and the skill required to perform the legal service properly; (3) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; (4) the fee customarily charged in the locality; (5) the amount involved and the results obtained; (6) the time limitations imposed by the client or the circumstances; (7) the nature and length of the professional relationship with the client; (8) the experience, reputation, and ability of the lawyer or lawyers performing the services; and (9) whether the fee is fixed or contingent or results obtained or uncertainty of collection before the legal services have been rendered.

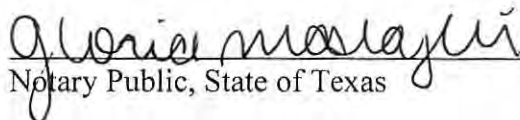
Further affiant sayeth not.



Scott Weiss

SUBSCRIBED AND SWORN TO BEFORE ME on November 19, 2009.





Notary Public, State of Texas